



Honorable Mike K. Nakagawa  
United States Bankruptcy Judge



Entered on Docket  
July 12, 2013

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**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEVADA**

In re:

RODEO CREEK GOLD INC.

- ☐ Affects this Debtor  
☒ Affects all Debtors  
☐ Affects Antler Peak Gold Inc.  
☐ Affects Hollister Venture Corporation  
☐ Affects Touchstone Resources Company

Chapter 11

Case No. BK-13-50301 (MKN)

Jointly Administered

**ORDER GRANTING DEBTORS'  
MOTION TO DISMISS CHAPTER 11  
CASE AND GRANTING RELATED  
RELIEF**

Hearing Date: July 11, 2013  
Hearing Time: 1:30 p.m. (PT)  
Place: 300 Las Vegas Blvd.  
Las Vegas, NV 89101

Upon the motion of the Debtors, pursuant to Bankruptcy Code sections 105(c), 305(a), and  
1112(b) and Bankruptcy Rule 1017(a), for the entry of an order authorizing the Debtors to dismiss these

Chapter 11 Cases and, in connection therewith, authorizing the distribution of the sale proceeds in accordance with the Waterfall set forth in the Final DIP Order (the “Motion”);<sup>1</sup> and the Court having reviewed the Motion and having conducted a hearing on the Motion, at which time the Debtors and all parties in interest were given an opportunity to be heard; and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and the consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having determined that notice of the Motion as provided therein was good and sufficient and no other notice need be given; and the Court having determined that (i) the legal and factual bases set forth in the Motion constitute sufficient cause for the relief granted herein and (ii) the relief requested in the Motion best serves the interests of creditors and the Debtors; and after due deliberation, it is therefore

ORDERED that the Motion is granted as set forth herein; and it is further

ORDERED that pursuant to Bankruptcy Code sections 305(a) and 1112(b), the Debtors’ Chapter 11 Cases are hereby dismissed; and it is further

ORDERED that the Debtors shall pay (i) the administrative claims listed on Schedule 1 attached hereto in full and final satisfaction of all such administrative claims, (ii) all professional fees and director/officer compensation from June 1, 2013 through the date of entry of this Order as set forth on Schedule 2 attached hereto, and (iii) all fees of the United States Trustee as estimated on Schedule 3 attached hereto; and it is further

ORDERED that the form of trust agreement (the “Trust Agreement”) filed with the Court on June 26, 2013, by and between Rodeo Creek Gold, Inc., Hollister Venture Corporation, Touchstone Resources Company, Antler Peak Gold Inc., and Development Specialists, Inc. as Liquidating Trustee (the “Trustee”), is hereby approved; and it is further

ORDERED that the Debtors are authorized to enter into the Trust Agreement and to take all actions necessary to effectuate the terms of the Trust Agreement; and it is further

ORDERED that the Debtors shall transfer the Trust Assets (as defined in the Trust Agreement),

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<sup>1</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Motion.

1 including the following amounts from the proceeds of the Agent's collateral, to the Trust free and clear  
2 of all liens, claims, and encumbrances, as contemplated by the Trust Agreement:

3 (i) \$1,000,000 to establish the GUC Trust Fund;

4 (ii) \$293,500 on account of the essential vendor adjustment; and

5 (iii) \$175,000 to fund the corporate wind-down of the Debtors, including but not limited  
6 to the filing of any necessary tax returns and dissolving the Debtors under Nevada  
law; and it is further

7 ORDERED that the funds authorized to be transferred to the Trust from the proceeds of the  
8 Agent's collateral shall be distributed exclusively to the holders of allowed general unsecured claims  
9 (each a "Beneficiary" and collectively, the "Beneficiaries") and that no portion of such funds shall be  
10 paid to intercompany claimants or tax claimants; and it is further

11 ORDERED that the Trustee shall have the sole authority to prosecute and settle the estates'  
12 causes of action included in the Trust Assets, which, for the avoidance of doubt, do not include any of  
13 the estates' causes of action under Chapter 5 of the Bankruptcy Code; and that the Trustee shall allocate  
14 any proceeds of such causes of action among the Beneficiaries and the Agent in accordance with the  
15 Trust Agreement; and it is further

16  
17 ORDERED that any Beneficiary, in order to receive its pro rata share of distributions from the  
18 GUC Trust Fund, must agree to participate in and be bound by the claims-resolution procedures set forth  
19 in the Claims Mediation Agreement filed with the Court on June 26, 2013; and it is further

20 ORDERED that the cash remaining in the estates after the Debtors have paid all amounts set  
21 forth on the schedules attached hereto and transferred a total of \$1,468,500 to the Trust shall be  
22 transferred to the Agent as the proceeds of its collateral for distribution pursuant to the Waterfall; and it  
23 is further  
24

25 ORDERED that, as contemplated by the Net Profits Royalty Agreement, the Debtors are  
26 authorized to deem the Agent the designee of the Debtors and transfer the NPI to the Agent; and it is  
27 further  
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1 ORDERED that the Agent shall distribute any monies received pursuant to the NPI in  
2 accordance with the Waterfall; and it is further

3 ORDERED that the Nevada Department of Taxation (the "Department") shall be entitled to  
4 share in any monies that the Agent distributes from the NPI on a *pari passu* basis with the DIP  
5 Obligations (as defined in the Final DIP Order) on account of a \$2.3 million allowed prepetition secured  
6 claim for unpaid minerals taxes, use taxes, and modified business taxes; and it is further

7 ORDERED that nothing in this Order shall affect any rights of the Department to pursue actions  
8 under NRS 360.297 against any responsible persons for tax-related amounts owed by the Debtors;  
9 provided, however, that such rights will only be pursued against prepetition liabilities and that no such  
10 rights shall be pursued against the Agent, Credit Suisse AG, in its capacity as prepetition and  
11 postpetition lender, Caterpillar Financial Services Corporation, in its capacity as a prepetition lender,  
12 Federal Bank of Nigeria, in its capacity as a prepetition lender (collectively, the "Lenders"),  
13 professionals retained in these Chapter 11 Cases pursuant to Bankruptcy Code §§ 327, 363, or 1103, or  
14 Waterton Global Mining Company, LLC; and it is further

15 ORDERED that the Agent shall provide notice to the Department and each of the Lenders of (i)  
16 the amount of cash distributed to the Agent pursuant to this Order and (ii) any distributions of monies  
17 received pursuant to the NPI; and it is further

18 ORDERED that the Debtors and their estates, to the fullest extent permissible under applicable  
19 law, shall be deemed to completely and forever release, waive, void, extinguish and discharge  
20 unconditionally, each and all of (a) each of the Lenders, (b) the Committee, (c) the Agent, (d) those  
21 persons retained pursuant to an order of the Bankruptcy Court in accordance with Bankruptcy Code §§  
22 327, 328, 363, or 1103, and (e) with respect to each of (a) through (d), each of their directors, officers,  
23 direct and indirect shareholders and equityholders, partners, members, employees, managers, agents,  
24 affiliates, parents, subsidiaries, predecessors, successors, heirs, executors and assignees, attorneys,  
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1 financial advisors, investment bankers, accountants, consultants, and other professionals or  
2 representatives when acting in any such capacities, and any person or entity claiming by or through any  
3 of them, of and from any and all claims, obligations, suits, judgments, damages, debts, rights, remedies,  
4 causes of action and liabilities of any nature whatsoever, whether liquidated or unliquidated, fixed or  
5 contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or  
6 thereafter arising, in law, equity or otherwise that are or may be based in whole or part on any act,  
7 omission, transaction, event, or other circumstance taking place or existing on or prior to the date of this  
8 Order in connection with or related to any of the Debtors or their respective assets, property and estates,  
9 or the Chapter 11 Cases; and it is further  
10

11 ORDERED that neither (a) the Debtors and the directors and officers of the Debtors solely in  
12 their capacity as such as of the Petition Date, (b) the Committee and its members in their capacity as  
13 Committee members, (c) the Agent and the Lenders, nor, (d) with respect to each of (a) through (c), any  
14 of their directors, officers, direct and indirect shareholders and equityholders, partners, members,  
15 employees, managers, agents, affiliates, parents, subsidiaries, predecessors, successors, heirs, executors  
16 and assignees, attorneys, financial advisors, investment bankers, accountants, consultants, and other  
17 professionals or representatives when acting in any such capacities, and any person or entity claiming by  
18 or through any of them (each an "Exculpated Party"), shall have or incur any liability to any person or  
19 entity, from (x) any and all claims and causes of action arising on or after the Petition Date and (y) any  
20 and all claims and causes of action relating to any act taken or omitted to be taken in connection with or  
21 related to the formation, preparation, dissemination, implementation, confirmation, or consummation of  
22 the Motion (other than an action in contravention of the Motion or implementation of this Order), the  
23 Sale, or any other contract or instrument, release, or other agreement or document created or entered into  
24 in connection with the dismissal of these Chapter 11 Cases, and each Exculpated Party in all respects  
25 shall be entitled to reasonably rely upon the advice of counsel with respect to its duties and  
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responsibilities under this Order; and it is further

ORDERED that all claims that the Debtors' estates have against current or former officers and directors (the "D&O Claims") shall, at the Agent's election, be assigned to the Agent for joint prosecution with its own claims against the directors and officers, with the costs of such prosecution, if any, being borne by the Agent and not the Trust. The gross proceeds of such claims or causes of action shall be distributed by the Agent as follows: ninety percent (90%) to the Lenders in accordance with the Waterfall; and ten percent (10%) to the Trust to be distributed pursuant to the terms of the Trust Agreement to the Beneficiaries. If the Agent elects not to pursue any claims against the Debtors' officers and directors, the D&O Claims shall not be assigned to the Agent and shall remain the property of the Trust, subject the Agent's liens on the proceeds of such claims; and it is further

ORDERED that (i) the 14-day stay under Bankruptcy Rule 6004(h) is hereby waived with respect to this Order and (ii) the terms and conditions of this Order shall be effective and enforceable immediately upon its entry; and it is further

ORDERED that notwithstanding Bankruptcy Code section 349, all orders entered in these cases prior to the date of dismissal — including, without limitation, the Final DIP Order, the Sale Order, the Bar Date Order, and the Rejection Order — shall survive and remain effective after the date of this Order, and the Court shall retain jurisdiction to enforce and support any and all such orders and with respect to any matters, claims, rights, or disputes arising from or relating to the implementation of any order of this Court; and it is further

ORDERED that, notwithstanding the preceding paragraph, the Sale Order shall not prohibit San Juan Drilling, Inc. from perfecting any lien (other than a lien asserted against the Debtors, Waterton Global Mining Company, LLC, the Trust, or any of their respective property) in accordance with NRS 108.226(1); and it is further

ORDERED that notwithstanding the Rejection Order, Prometheus Energy ("Prometheus") may

1 retain \$87,146.82, which constitutes the unused portion of the Debtors' \$150,000.00 deposit, in partial  
2 satisfaction of its administrative claim against the Debtors' estates; and the balance of Prometheus's  
3 administrative claim shall be satisfied by the Debtors' payment to Prometheus of the amount set forth on  
4 Schedule 1; and it is further

5 ORDERED that no later than fifteen (15) days following the date of entry of this Order, NV  
6 Energy, Inc. ("NV Energy") shall: (a) refund to the Debtors or, at the Debtors' direction, to the Agent,  
7 an amount no less than \$610,000.00 on account of the Debtors' Hollister Project deposit held by NV  
8 Energy; and (b) (i) deduct from the Debtors' section 366 deposit (the "Utility Deposit") the amount, if  
9 any, of unpaid utility bills owed by the Debtors to NV Energy for periods prior to May 20, 2013 and (ii)  
10 refund the balance of the Utility Deposit to the Debtors or, at the Debtors' direction, to the Agent, with  
11 an accounting of any charges deducted from the Utility Deposit; and it is further

12  
13 ORDERED that immediately upon the refund of the amounts set forth in the preceding  
14 paragraph, (i) NV Energy's obligations to the Debtors relating to the Hollister Project, including any  
15 obligation to refund amounts due to the Debtors, shall be deemed fully satisfied and (ii) the Debtors and  
16 their successors in interest shall be deemed to have waived any claims against NV Energy arising from  
17 or related to the Hollister Project; and it is further

18  
19 ORDERED that after the Debtors have paid all amounts set forth on the schedules attached  
20 hereto and transferred a total of \$1,468,500 to the Trust, all of the Debtors' remaining directors and  
21 officers shall resign, and the Trustee shall assume sole responsibility for the wind-down of the Debtors  
22 in accordance with the terms of the Trust Agreement; and it is further

23  
24 ORDERED that the Department reserves any and all rights to pursue responsible persons for  
25 prepetition debt pursuant to NRS 360.297, and the Department further reserves any and all rights to  
26 collect the prepetition debt even though the Department will be receiving payments from the NPI *pari*  
27 *passu* with the DIP Obligations; provided, however, that such rights will only be pursued against  
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1 prepetition liabilities and that no such rights shall be pursued against the Agent, the Lenders,  
2 professionals retained in these Chapter 11 Cases pursuant to Bankruptcy Code §§ 327, 363, or 1103, or  
3 Waterton Global Mining Company, LLC. The Department's agreement to receive such payments from  
4 the NPI is not in full and final satisfaction of the prepetition debt. To the extent that anything in this  
5 paragraph is contrary to any prior order entered in this case, this Order shall control; and it is further  
6

7       ORDERED that the payment of administrative expenses to the Department represents sums due  
8 and owing for the limited three (3) month period from February 25, 2013 through May 20, 2013. The  
9 sum paid for this three (3) month period is final and cannot be challenged by refund request or alternate  
10 means. The Department shall not be prohibited from pursuing taxes that have accrued or will accrue  
11 after May 20, 2013 from Waterton Global Mining Company, LLC; and it is further

12       ORDERED that the dismissal of these Chapter 11 Cases pursuant to this Order shall become  
13 effective immediately and without further order of the Court upon the Debtors' filing a certification  
14 stating that the amounts set forth on the schedules attached hereto have been paid.  
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1 SUBMITTED BY:

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13 SIDLEY AUSTIN LLP  
14 One South Dearborn Street  
15 Chicago, Illinois 60603

16 Counsel for Debtors and Debtors in Possession

17 In accordance with Local Rule 9021, counsel submitting this document certifies as follows (check one):

18 \_\_\_\_ The court has waived the requirement set forth in Local Rule 9021(b)(1)

19 \_\_\_\_ No party appeared at the hearing or filed an objection to the Motion.

20 xxx I have delivered a copy of this proposed order to all counsel who appeared at the hearing, and each  
21 has approved or disapproved the order, or failed to respond, as indicated below [list each party and  
22 whether the party has approved, disapproved, or failed to respond to the document]:

23 Caterpillar Financial Services – Approved  
24 NV Energy – Approved  
25 Redburn Tire Co. – Approved  
26 Nevada Department of Taxation – Approved  
27 Waterton Global Mining Co. – Approved  
28 Unsecured Creditors’ Committee – Approved  
Credit Suisse – Approved  
San Juan Driling – Approved

\_\_\_\_ I certify that this is a case under chapter 7 or 13, that I have served a copy of this order with the  
motion pursuant to Local Rule 9014(g), and that no party has objected to the form or content of the  
order.

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**Schedule 1**  
**ADMINISTRATIVE CLAIMS**

<b>Ref.</b>	<b>Claimant Name</b>	<b>Amount</b>	<b>Claimant Description</b>
1	3D Concrete	\$ 417,974	Vendor
2	Aecom	-	Vendor
3	Aggreko	76,667	Vendor
4	Airgas Ncn	1,676	Vendor
5	Al Park	156,860	Vendor
6	Alex Stewart (Assayers) Inc.	685	Vendor
7	Alfred H Knight	356	Vendor
8	Allied Washoe Petroleum	10,208	Vendor
9	Amerigas	19,406	Vendor
10	At&T	546	Vendor
11	Barco Rent a Truck	2,754	Vendor
12	Behre Dolbear	12,614	Vendor
13	Best Inn & Suites	202	Vendor
14	Bodies At Work Fitness	539	Vendor
15	Bosch Motors	-	Vendor
16	Bott Enterprises	1,870	Vendor
17	Brown And Caldwell	5,133	Vendor
18	Bsl Electric Corporation	85	Vendor
19	Bw Fabrication	9,217	Vendor
20	Cannon Environmental Assistance	7,618	Vendor
21	Carpenter Drilling Llc	-	Vendor
22	Cashman Equipment Company	104,625	Vendor
23	Cemen Tech, Inc.	1,543	Vendor
24	Charles Stringham	2,560	Vendor
25	City Of Elko	27	Vendor
26	Crescent Electric	7,745	Vendor
27	Crimecheck.Com	111	Vendor
28	Deloitte & Touche	6,130	Vendor
29	Desert Disposal	11,865	Vendor
30	Direct Tv	109	Vendor
31	Don Prather	1,250	Vendor
32	Drug & Alcohol Testing	480	Vendor
33	Dsi Underground Systems, Inc.	13,839	Vendor
34	Elko, Inc. (Coach USA)	89,304	Vendor
35	Energy Laboratories, Inc	2,860	Vendor
36	Enterprise	814	Vendor
37	Enviroscientists, Inc.	2,184	Vendor
38	Exec-u-Care	2,314	Vendor
39	F&H Mine Supply	155,073	Vendor
40	Finley River	38,444	Vendor

41	Force Field Technologies Inc	346	Vendor
42	Franco Nevada	175,711	Vendor
43	Gamma Electric	136	Vendor
44	Ghx Industrial, Llc	709	Vendor
45	Grainger	4,572	Vendor
46	Grand Sierra Resort	452	Vendor
47	Guardsmark, Llc	76,531	Vendor
48	H&E Equipment Services	6,540	Vendor
49	Hilcrest Mining	38,444	Vendor
50	Humboldt County Landfill	896	Vendor
51	Humboldt Lawn & Landscape Llc	375	Vendor
52	Inland Supply Co.	179	Vendor
53	Inspectorate	2,382	Vendor
54	Integro Insurance Brokers	1,013	Vendor
55	Isom Crane	5,000	Vendor
56	Janitorial Nia	2,055	Vendor
57	Johnson Matthey	-	Vendor
58	Loomis Armored Us Inc	8,792	Vendor
59	Manpower	3,367	Vendor
60	Mcdonald-Carano-Wilson Llp	5,350	Vendor
61	Mcmaster-Carr Supply Co.	2,627	Vendor
62	Micon International Ltd	13,912	Vendor
63	Micro-Design	37	Vendor
64	Milliman	13,092	Vendor
65	Minemax	15,400	Vendor
66	Mining Outerwear Mfg & Supply	2,440	Vendor
67	Mobile Mini, Inc.	443	Vendor
68	Modular Space Corporation	666	Vendor
69	Mt Grant General Hospital	35	Vendor
70	Mw Bagnall Company	1,548	Vendor
71	Nalco Company Nw176	3,796	Vendor
72	Newmont Usa Ltd.	18,463	Vendor
73	Norco	1,165	Vendor
74	Northern Nevada Eyecare	500	Vendor
75	NV Energy	-	Vendor
76	Office Products Inc (OPI)	163	Vendor
77	Open Loop Energy	1,470	Vendor
78	Pac Machine Co, Inc	41,357	Vendor
79	Pac Van, Inc.	1,635	Vendor
80	Palmer Johnson Power Systems	1,481	Vendor
81	Phoenix Process Equipment	3,559	Vendor
82	Prometheus Energy	87,197	Vendor
83	Psc Environmental Services Llc Db	-	Vendor
84	Quality Transportation Inc	1,577,741	Vendor

85	Quill Corporation	962	Vendor
86	Rackspace Us Inc	837	Vendor
87	Ray Morgan	5,086	Vendor
88	Redburn Tire Company	135,309	Vendor
89	Robbie Grant D.O.	3,228	Vendor
90	Robert W Story	56	Vendor
91	Royal Car Wash Llc	790	Vendor
92	Ruby Mountain Springs	88	Vendor
93	San Juan Drilling Inc	1,078,000	Vendor
94	Sandvik Mining & Const. Usa, Llc	742,043	Vendor
95	Satellite Phones Direct	110	Vendor
96	Sharolyn P. Wilson	5,120	Vendor
97	Sierra Nevada Excavation Llc	72,450	Vendor
98	Sierra Scales	826	Vendor
99	Sos Employment Group	7,298	Vendor
100	Sweeney Enterprises	13,386	Vendor
101	SW Energy	88,906	Vendor
102	Tallman Lumber Co.	1,938	Vendor
103	Taurus Drilling	291,949	Vendor
104	Thatcher Co. Of Nv	51,587	Vendor
105	Thiessen Team Usa, Inc.	35,217	Vendor
106	Thomas Petroleum	7,950	Vendor
107	Tifco Industries Inc	324	Vendor
108	Unique Solutions For Industry	5,797	Vendor
109	United Parcel Service	2,065	Vendor
110	UPS Freight	2,731	Vendor
111	Us Department Of Treasury	10,381	Vendor
112	Verizon Wireless	6,556	Vendor
113	VSP	2,993	Vendor
114	Wage Works	891	Vendor
115	Wagner Ace Hardware	283	Vendor
116	Wesco Distribution	422	Vendor
117	Western Central Petroleum Inc	21,802	Vendor
118	Western Nv Supply Co.	28,301	Vendor
119	Winnemucca Tire Factory	344	Vendor
120	Alarcon, Byron	7,265	KERP
121	Bourland, Nicole	5,247	KERP
122	Conner, Teresa	10,043	KERP
123	Crawford, Douglas	12,593	KERP
124	Defoe, William	7,725	KERP
125	Driscoll, Joseph	20,182	KERP
126	Dunyon, Dennis	10,197	KERP
127	Eklund, Earl	9,826	KERP
128	Evans, Tricia	6,489	KERP

129	Hamilton, James	7,669	KERP
130	Holcomb, Tom	11,047	KERP
131	Hutchings, Kenneth	8,396	KERP
132	Johnson, Shane	6,875	KERP
133	Keller, Charles	7,064	KERP
134	Sabey, Jennifer	5,639	KERP
135	Solt, Robin	6,489	KERP
136	Stringham, Carrie	10,274	KERP
137	Thurman, Ward	10,815	KERP
138	Wigglesworth, Brad	7,650	KERP
139	Wrede, Duane	9,474	KERP
140	KERP - Employer taxes (estimate)	18,096	KERP
141	Alvarez & Marsal	933,637	Professional
142	CIBC World Markets Inc.	1,445,637	Professional
143	Creditor Committee Professionals	600,000	Professional
144	Davis Graham & Stubbs	88,057	Professional
145	DeConcini McDonald Yetwin & Lacy	330	Professional
145	Downey Brand Attorneys LLP	14,000	Professional
146	Ernst & Young	73,444	Professional
147	FTI Consulting Inc.	336,037	Professional
148	Harris & Thompson	8,416	Professional
149	Holland & Hart LLP	16,521	Professional
150	Maupin, Cox & Legoy	132,362	Professional
151	Milbank, Tweed, Hadley & McCloy	968,064	Professional
152	Patton Boggs	46,544	Professional
153	Sidley Austin LLP	1,831,256	Professional
154	The Garden City Group	357,000	Professional
155	Nevada Department of Taxation	425,000	Taxing Authority

**\$ 13,388,646**

**Schedule 2**  
**PROFESSIONAL FEES AND DIRECTOR/OFFICER COMPENSATION**  
**JUNE 1, 2013 THROUGH DISMISSAL**

<b>Professional or Director/Officer</b>	<b>June</b>	<b>July (est.)</b>	<b>Total</b>
Alvarez & Marsal	\$122,462.43	\$25,000.00	\$147,462.43
Pachulski Stang Ziehl & Jones	--	--	\$80,000.00 <sup>1</sup>
FTI Consulting Inc.	\$19,043.00	--	\$19,043.00
Maupin, Cox & Legoy	\$23,080.40	\$8,655.00	\$31,735.40
Milbank, Tweed, Hadley & McCloy	\$71,720.71	\$27,757.31	\$99,478.02
Downey Brand LLP	\$13,961.67	\$3,895.00	\$17,856.67
Sidley Austin LLP	\$115,104.34	\$67,025.00	\$182,129.34
Kevin P. Collins	\$2,960.00	\$4,800.00	\$7,760.00
			<b><u>\$505,464.86</u></b>

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<sup>1</sup> The Committee has advised the Debtors that its \$80,000 estimate includes the fees of all Committee professionals incurred between June 1, 2013 and the dismissal of these Chapter 11 Cases. The Debtors will pay Pachulski Stang Ziehl & Jones ("Pachulski") the total amount owed to all Committee professionals, and Pachulski will, in turn, distribute the amounts owed to BDO USA, LLP and Armstrong Teasdale LLP.

**Schedule 3**  
**UNITED STATES TRUSTEE FEES**

<b>Debtor</b>	<b>Q2 2013</b>	<b>Q3 2013</b>	<b>Total</b>
Rodeo Creek Gold Inc.	\$20,000	\$20,000	\$40,000
Antler Peak Gold Inc.	\$325	\$325	\$650
Hollister Venture Corp.	\$325	\$325	\$650
Touchstone Resources Co. Inc.	\$325	\$325	\$650
			<b><u>\$41,950</u></b>